



# **SUPPLEMENTAL MEETING DOCUMENT**

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) dated for identification purposes as of the \_\_\_\_ day of September, 2020, is entered by and between the Reno-Sparks Convention and Visitors Authority, a political subdivision of Washoe County created pursuant to NRS Chapter 244A (hereinafter called “RSCVA”), and Charles Harris(hereinafter called “Employee”).

### WITNESSETH:

**WHEREAS**, RSCVA is a county fair and recreation board created pursuant to NRS Chapter 244A; and

**WHEREAS**, RSCVA desires to employ Employee as the President and CEO on the terms and conditions set forth herein and Employee desires to be employed by RSCVA on the terms and conditions set forth herein;

**NOW, THEREFORE**, Employee and RSCVA, each in consideration of the covenants and mutual agreements herein contained, hereby covenant and agree with each other as follows:

### 1. SERVICES AND EVALUATION

**1.1 Services to be Performed.** RSCVA hereby employs Employee, and Employee hereby accepts employment by the RSCVA, as RSCVA’s President and Chief Executive Officer with full authority for the management of RSCVA’s affairs, including and without limitation those duties, services and requirements set forth in **Exhibit A** attached hereto and incorporated herein by reference, and subject to the limitations specified by statute, ordinance, regulation, resolution action of RSCVA’s Board of Directors or other governing documents of RSCVA. Employee agrees that during the term of this Agreement, Employee will devote his best efforts to RSCVA, and shall faithfully and to the best of Employee’s skill and ability perform such executive, managerial or administrative duties as RSCVA may specify from time to time, and shall at times diligently and loyally serve and endeavor to further the interests of RSCVA. Employee acknowledges and understands RSCVA’s Board of Directors shall be responsible for, without limitation, establishing policy for the direction and operation of the RSCVA.

### 1.2 Goals and Evaluation.

**1.2.1 Goals for Remainder of Fiscal Year 2020-2021.** Within sixty (60) days from Employee’s Commencement Date (as defined in Section 3.1 below), Employee shall present proposed goals to be achieved within the remainder of the current Fiscal Year 2020-2021 (expiring June 30, 2021) to the Board for approval. Once approved, and once all relevant data is compiled for Fiscal Year 2020-2021, Employee’s performance shall be evaluated by the RSCVA’s Board of Directors as set forth in **Exhibit B**, provided, however, that any Bonus given for goals achieved during Fiscal Year 2020-2021 shall be calculated based upon the Employee’s

actual salary earned during the 2020-2021 fiscal year, and will be awarded at the full discretion of the Board.

**1.2.2 Fiscal Year Goals.** On or before the May 2021 Board Meeting, and for each May Board Meeting thereafter while employed as the RSCVA CEO Employee shall present proposed goals to be achieved in Fiscal Year 2021-2022 to the Board for approval. Once all relevant data is compiled for Fiscal Year 2021-2022, Employee's performance shall be evaluated by the RSCVA's Board of Directors as set forth in **Exhibit B**.

## **2. SALARY AND BENEFITS**

**2.1 Salary.** RSCVA shall pay Employee during the term of this Agreement an annual salary of **\$290,000** (the "Salary") in equal installments, less all applicable tax withholdings, on the regularly scheduled paydays of RSCVA.

**2.1.1 Salary Increases.** Employee shall be eligible for increases in the Salary in the sole discretion of RSCVA's Board of Directors. However, in the event that the Board authorizes a cost-of-living increase for Employees of the RSCVA, Employee shall be entitled to receive that cost-of-living increase as well.

**2.2 Bonus.** Beginning with evaluation conducted for **Fiscal Year 2020-2021**, Employee may be entitled to a Bonus of up to **35%** of the Salary at the sole discretion of the Board as set forth in **Exhibit B**.

**2.3 Benefits.** During the term of Employee's employment hereunder, Employee shall be eligible for following benefits. The parties acknowledge and agree that the benefits listed in this Section 2.3 are not guaranteed and may be modified or discontinued from time to time by RSCVA in its sole discretion with or without notice.

**2.3.1 Insurance Coverage.** Employee shall be eligible for those Employee benefits described in the approved RSCVA Employee benefits schedule, including, without limitation, eligibility to participate in and be covered by any policies of major medical insurance, dental insurance, vision insurance, short term disability insurance and life insurance (collectively "Fringe Benefits"), if any, maintained by RSCVA for the benefit of its Employees, if Employee shall be eligible under the terms of such Fringe Benefits plans. Nothing contained herein, however, shall be construed to require RSCVA to establish an Fringe Benefit plan not in existence on the date hereof or to require RSCVA to provide any benefit plan otherwise not available to its officers, directors or shareholders to Employee.

**2.3.2 Public Employees Retirement System.** Employee shall be entitled to participate in the State of Nevada Public Employees Retirement System ("PERS") at the percentage of the Salary (which specifically excludes any bonus compensation or other allowances hereunder) as determined by PERS.

**2.3.3 Vacation Benefits and Sick Leave.** Employee shall be entitled to receive vacation benefits and/or sick leave pursuant to RSCVA's HR Policy 500.509 except that

Employee's vacation shall accrue at the rates set forth in the schedule attached hereto as **Exhibit C**. RSCVA may, from time to time, grant Employee additional unpaid vacation time at the sole discretion of the RSCVA's Board of Directors. Vacation and other leave need not be taken in consecutive days, but shall be taken on reasonable prior notice to RSCVA and at a time and manner not to interfere with the proper operation of the RSCVA's operations. Unused vacation and sick leave time may be carried over from year to year in accordance with RSCVA's policies and practices.

**2.3.4 Auto Expense.** RSCVA shall pay Employee a monthly automobile allowance of \$750 per month.

**2.3.5 Business Expense.** RSCVA shall pay or reimburse Employee for all reasonable business and travel expenses incurred by Employee in performing the duties hereunder, as set forth in RSCVA's Travel Policies and Procedures attached hereto as **Exhibit D** subject to maintenance of appropriate documentation by Employee and review and approval by the Chairman or Vice-Chairman of RSCVA's Board of Directors. Business expenses shall be paid or reimbursed in accordance with RSCVA's customary practices.

**2.3.6 Moving Expenses.** RSCVA shall reimburse Employee for moving expenses up to \$29,000 pursuant to the RSCVA Moving Policy, attached hereto as **Exhibit E**. Total moving expenses, including any reimbursement for temporary housing, will not exceed \$29,000.

**2.4 Withholdings.** All compensation and benefits to Employee hereunder shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

### **3. TERM AND TERMINATION**

**3.1 Employment Term.** This Agreement shall commence on [insert], 2020 and shall remain in effect until [insert] or until terminated by either party.

#### **3.2 Termination**

##### **3.2.1 Termination Without Cause.**

**3.2.1.1 By RSCVA.** RSCVA may terminate this Agreement without cause, at any time, upon ten (10) days written notice to Employee and paying Employee an amount equal to Employee's pro-rated Salary for a **twelve (12) month period** ("Severance Period"). Employee shall also be entitled to the Fringe Benefits outlined in Section 2.2.1 above during the Severance Period. Payments pursuant to this section 3.2.1 shall be paid at the discretion of the RSCVA, either in a lump sum or in equal or near equal amounts on regular pay dates until the equivalent of **twelve (12) months'** Salary is paid. RSCVA shall determine, in its sole discretion, whether Employee shall be required to continue to perform the Services for RSCVA during that **twelve (12) month** period. RSCVA and Employee shall mutually agree

upon any communications to be made to the public or internally with RSCVA's staff regarding any termination pursuant to this Section 3.2.1.1.

**3.2.1.2 By Employee.** Employee may terminate this Agreement without cause, at any time, upon **six (6) months** written notice. RSCVA's Board of Directors may, in its sole discretion, determine that Employee's notice period will be shorter than **six (6) months**, and Employee shall only be paid for the actual notice period determined RSCVA. RSCVA and Employee shall mutually agree upon any communications to be made to the public or internally with RSCVA's staff regarding any termination pursuant to this Section 3.2.1.2.

### **3.2.2 Termination for Cause.**

**3.2.2.1 Generally.** In addition to any basis set forth herein, RSCVA may immediately terminate this Agreement upon the occurrence of any of the following events:

**3.2.2.1.1** By majority vote of the Board of Directors for any act of dishonesty, fraud, or gross negligence in the performance of services herein, after giving Employee written notice of such act(s) and according Employee an opportunity to respond in writing or in person to RSCVA's Board of Directors.

**3.2.2.1.2** Employee commits any unethical conduct in violation of Section 4.3; or

**3.2.2.1.3** Expiration of the Employment Term set forth in Section 3 or any renewal thereof; or

**3.2.2.1.4** RSCVA finds that Employee has committed any violation of any policy or procedure of RSCVA or Employee commits any breach of statutory or common law duty;

**3.2.2.1.5** Failure of Employee, after receiving thirty (30) days advance written notice from RSCVA, to cure any breach of the Agreement by Employee.

In the event Employee is terminated pursuant to this Section 3.2.2, Employee shall receive no further compensation beyond the termination date other than benefits accrued or required by law.

**3.2.3 Termination upon Death.** This Agreement shall automatically terminate upon the death of Employee, and RSCVA shall not be obligated to pay the estate, family, heirs or any other person claiming under Employee any compensation or disability income for his services to RSCVA which would have been due to Employee after his death, other than the compensation or disability income which had accrued up to the date of death, if any.

### **3.2.4 Termination upon Disability**

**3.2.4.1 Definition.** “Disability” shall have the same meaning as the definition of “Disability” pursuant to any policy of disability insurance carried by RSCVA for the benefit of Employee in force at the time of such Disability, or, if no such disability policy of insurance is then in force, “Disability” shall mean the inability of Employee to provide ninety percent (90%) of the average level of time and charges for services previously provided during a continuous three (3) month period (“Determination Period”) by reason of illness, accident or other mental or physical infirmity reasonably expected to be of indefinite duration, at the end of which Determination Period Employee shall be deemed to be disabled. RSCVA and Employee shall agree on the date when the period of Disability begins. If RSCVA and Employee cannot agree, then RSCVA and Employee shall each designate a physician of choice and the two designated physicians shall designate a third physician. The three physicians shall then determine whether Disability exists within the meaning of this Agreement and when that Disability commenced. The determination of any two of three physicians shall bind RSCVA and Employee. All costs and expenses connected with the determination of Disability under this Agreement shall be borne equally by RSCVA and Employee.

**3.2.4.2 Termination on Disability.** In the event of Employee’s disability, RSCVA shall continue to pay Employee his Salary computed at the rate in effect prior to the commencement of the Determination Period (as defined herein) during the Determination Period. If RSCVA finds Employee to be Disabled within the meaning of this Agreement, then subject to the provisions of Section 3.2.4.1, Employee’s employment and the right to compensation may, at the direction of Board of Directors of RSCVA, terminate upon the expiration of the Determination Period; however, any commercially funded disability insurance benefit shall continue to the extent provided under such insurance contract notwithstanding such termination. If RSCVA finds Employee not to be Disabled within the meaning of this Agreement, then the employment of Employee shall continue without regard to the Disability.

#### **4. DUTIES AND OBLIGATIONS OF EMPLOYEE**

**4.1 Extent of Services.** Employee agrees that the duties and services to be performed by Employee shall be performed exclusively for RSCVA and that Employee serves at the direction and pleasure of the Board of Directors. Employee further agrees to perform such duties in an efficient, trustworthy and businesslike manner. Employee agrees not to render to others any service of any kind whether or not for compensation, or to engage in any other business activity whether or not for compensation, that is similar to or conflicts with the performance of Employee’s duties under this Agreement, with the approval of the Chairman of RSCVA’s Board of Directors.

**4.2 Policies and Procedures.** In addition to the terms herein, Employee agrees to be bound by RSCVA’s policies and procedures as they may be amended by RSCVA from time to time. In the event the terms in this Agreement conflict with RSCVA’s policies and procedures, the terms herein shall take precedence. Employee acknowledges having read RSCVA’s policies, procedures and manuals and agrees to abide by the same, including but not limited to RSCVA’s policy against Harassment, policy against Discrimination, and policy of prohibiting personal use of RSCVA’s credit cards. Employee hereby acknowledges that a finding by RSCVA of a breach

of RSCVA's policies and procedures is cause for termination of this Agreement pursuant to Section 3.2.2.1.4.

**4.3 Ethical Conduct.** Employee shall maintain the highest ethical standard. The parties agree that Employee shall perform the Services for RSCVA and shall conduct himself at all times in strict accordance with the ethical and professional standards of the Nevada State Ethics Commission and the provisions of the Nevada Ethics in Government Law. Should any of the aforementioned be violated RSCVA may terminate this Agreement by written notice of termination, which shall be effective immediately upon delivery to Employee.

**4.4 Compliance with Laws.** The parties agree that Employee shall perform the Services for RSCVA and shall conduct himself at all times in strict accordance with all applicable laws of the United States and the State of Nevada, all ordinances of the County of Washoe, City of Reno, City of Sparks, and all rules, regulations, policies and criteria established by the RSCVA from time to time, relevant to Employee's performance of the Services.

## **5. INDEMNIFICATION**

RSCVA shall indemnify, hold harmless and defend Employee against claims arising from acts or decisions made by Employee in good faith while performing the services for RSCVA to the fullest extent permitted by law, but not with respect to claims by RSCVA against Employee or with respect to claims successfully resolved against Employee for acts of fraud, intentional misconduct, gross negligence, criminal acts, ultra vires acts, or for violations of RSCVA's policies and procedures. Employee agrees to release and discharge RSCVA, and shall hold harmless and indemnify RSCVA for all liabilities, losses, demands, claims, accounts, actions and proceedings arising or resulting from Employee breaching this Agreement.

## **6. MISCELLANEOUS**

**6.1 Assignment.** Except as otherwise provided herein, Employee may not and shall not assign any rights or delegate any duties under this Agreement.

**6.2 Notices.** All notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested. Notices shall be addressed as follows:

If to RSCVA:

RENO SPARKS CONVENTION  
AND VISITORS AUTHORITY  
P.O. Box 837  
Reno, Nevada 89504  
Attn: Chairman of Board

If to Employee:

Charles Harris  
[insert address]

With a required Copy to:

Ben Kennedy, Esq.  
Dickinson Wright, PLLC  
100 West Liberty Street  
Suite 940  
Reno, NV 89501-1991

**6.3 Confidentiality and Restrictive Covenants.** Employee recognizes that by reason of performing services for RSCVA, Employee may acquire confidential information and trade secrets concerning the operation of RSCVA, the use or disclosure of which could cause RSCVA substantial loss and damages that could be readily calculated and for which no remedy at law would be adequate. Accordingly, Employee covenants and agrees with RSCVA that it will not at any time both during and after the term of this Agreement, directly or indirectly, disclose any secret or confidential information that it may learn, or, in performance of the services herein for or on behalf of RSCVA, use such information in a manner detrimental to the interests of RSCVA, except with the prior written consent of RSCVA or as such information is within the public domain or comes within the public domain without any breach of this Agreement. The term “confidential information” includes, without limitation, information not previously disclosed to the public or to the trade by RSCVA’s management with respect to RSCVA or any products, facilities, methods, trade secrets and other intellectual property, software, source code, systems, procedures, manuals, confidential reports, financial information, business plans, prospects or opportunities with respect to RSCVA but shall exclude any information already in the public domain. Employee recognizes and agrees that all copyrights, trademarks, or other intellectual property rights in created works arising in any way from Employee’s employment by RSCVA are the sole and exclusive property of RSCVA and agrees to not assert any such rights against RSCVA or any third-parties. Upon termination of this Agreement by either party for any reason, Employee will relinquish to RSCVA all documents, books, manuals, lists, records, publications or other writings, keys, credit cards, equipment, computer disks, and any other similar repositories of information or other articles that came into Employee’s possession in connection with the employment for RSCVA and to maintain no copies or duplicates without the written approval of RSCVA’s Board of Directors. Upon termination of this Agreement for any reason and for a period of twelve (12) months thereafter, Employee shall not directly or indirectly be employed by, provide consultation or other services to, engage in, participate in or otherwise be connected in any way with any firm, person, corporation or other entity which directly, indirectly or through an affiliated company provides services or products or makes payment to RSCVA, unless the Board of Directors approves such activities in advance in writing. Employee shall not at any time during the Employment Term make or direct any personal investments in the hotel or hospitality industry based substantially upon information conveyed to Employee as the President or C.E.O. of RSCVA.

Employee further agrees that he will not approach or solicit any Employee of the RSCVA with view towards enticing such Employee to leave the employ of the RSCVA to work for the Employee or any third party, or hire any Employee of the RSCVA, without the prior written consent of the Board of Directors. Such consent shall be within the Board of Director’s sole discretion.



**6.4 Governing Law.** All rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Nevada, without reference to conflicts of law principles.

**6.5 Failure to Enforce.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof) or the right of either party thereafter to enforce each and every provision of this Agreement.

**6.6 Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute on Agreement.

**6.8 Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any judgment or decision of an administrative, arbitral or judicial tribunal, court or other body of a competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment or decision, and the Agreement shall be carried out as nearly as possible according to its other provisions and intent.

**6.9 Entire Agreement.** This Agreement contains the entire understanding between Employee and RSCVA with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them. This Agreement may be modified only in writing signed by Employee and an authorized representative of the RSCVA.

**6.10 Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

**6.11 Separate Counsel.** Each party has received or has had the opportunity to receive the independent advice of its attorney prior to the execution of this Agreement. It is understood and agreed that the undersigned have not been influenced to any extent whatsoever in making this Agreement by any representative, agent or Employee of an adverse party, or by any attorney, person or persons representing or employed by the undersigned, and that this Agreement is entered into freely, voluntarily and knowingly.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of September \_\_\_\_, 2020.

**“RSCVA”**

**RENO SPARKS CONVENTION AND VISITORS  
AUTHORITY**

By: \_\_\_\_\_  
Hillary Schieve, Mayor, City of Reno  
Its: Chairman

“EMPLOYEE”

\_\_\_\_\_  
Charles Harris

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## **EXHIBIT A**

### **POSITION DESCRIPTION**

#### **Chief Executive Officer**

##### **Company:**

The Reno Sparks Convention and Visitors Authority supports a leading four season resort destination in a spectacular natural setting that offers world class attractions, recreational activities and events. The region has an outstanding quality of life, to include a vibrant and diverse business community, and has been receiving significant recent national and international recognition as a premier year-round Western destination for leisure and group/convention visitors.

##### **Reporting Relationship and Scope of Position:**

The Chief Executive Officer (CEO) reports directly to the authority's board of directors. The CEO will provide oversight for the development and the implementation of the authority's strategic plan that includes marketing and branding programs to promote the region as a premier leisure and convention destination. The CEO will oversee all RSCVA staff and its budget. This includes direct oversight across all functional areas of the authority including sales & marketing, facilities, operations, finance, IT and human resources.

##### **POSITION SUMMARY**

The President shall act as Chief Executive Officer (CEO) for the Reno-Sparks Convention and Visitors Authority (RSCVA) reports to the RSCVA Board of Directors and will manage the day-to-day business of the RSCVA within the budgetary and policy constraints set by the RSCVA Board. The CEO will provide oversight for the development and the implementation of strategic plan that includes marketing and branding programs to promote Reno-Tahoe as a leisure and convention destination.

##### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Develop the strategies and objectives for the RSCVA, including but not limited to, a comprehensive Strategic Plan, and submit same to the Board for approval/adoption. Manage and supervise the business and affairs of the RSCVA subject to the budget and policies approved by the Board.
- Oversee management and operations of all Departments of the RSCVA. Provide direct management of the senior executive staff to ensure the execution of board policy and strategic direction to brand Reno-Tahoe as a world-class tourism destination.
- Review, coordinate and submit to the Board all annual marketing and business plans and operating budgets as required. Effectively manage the Board to assure effective and cooperative organizational oversight.
- Take a leadership role in the promotion of the arts and cultural aspects of the Reno-Sparks community.

- Analyze overall operating results of the RSCVA departments relative to plans, recognize achievement and ensure that appropriate steps are undertaken to correct unsatisfactory conditions.
- Establish the limits of subordinates regarding contractual commitments, expenditures, and internal operation and personnel policies not specified by the Board. Coordinate the efforts of all departments to ensure the most cost-effective delivery of service to the Reno-Tahoe convention and travel industry.
- Provide direction and strategic leadership in the development and communication of RSCVA's operating policies and goals. Delegate authority to ensure that RSCVA goals and effective utilization of staff are met. Establishes strategic goals. Organize and assign resources and staff to accomplish annual and long-range goals.
- Set standards for performance in all areas of the organization; periodically review reports on programs; model accepted leadership behaviors and work as a member of the leadership team. Direct and participate in the planning process for future development and growth of the RSCVA, periodically present such plans for review and approval by the Board of Directors. Develop operating budgets and present financial revenue and expense reports to the Board of Directors.
- Represent the RSCVA as appropriate, in its relationships with local RSCVA clients, government agencies, professional and other similar groups, such as Convention Visitor Bureaus and Tourism and Travel industries, etc. Provide oversight of staffing strategies, plans and programs required to attract, motivate, develop, reward and retain the best work force to meet the need of the organization.
- Be a spokesperson for issues related to tourism, convention, gaming and general hospitality communities with city and state government. Update and communicate with legislators on current issues to promote awareness of critical programs that require attention.
- Identify appropriate changes in organization, business operations, technology and management practices. Become the recognized RSCVA spokesperson at the senior level on issues on importance to RSCVA. Build a positive image of the RSCVA in relevant media. Demonstrate an ability to manage change.
- Prepare or direct the preparation of official publications of the RSCVA, such as, all digital asserts, pamphlets, special reports, bulletins, newsletters, magazines, newspaper columns or other media used to disseminate information. Prepare, or direct the preparation of news articles reflecting news of the RSCVA or the reporting of projects or activities.
- Provide oversight for the development, and the implementation, of strategic marketing and branding programs to promote Reno-Tahoe as a leisure and convention destination. Provide tactical direction for the Reno-Tahoe marketing and branding programs. Manage the future of the destination by planning, innovating, strategizing, evaluating alternatives and preparing for change.
- Provide long-range planning for destination resources, infrastructure, and strategic direction. Identify major global trends that will influence and affect the local tourism industry, developing and implementing programs to address and take advantage of such trends to the competitive advantage of the destination. Provide leadership in the marketing of the destination. Serve as a catalyst and facilitator for tourism infrastructure and destination development.
- Work as an integral member of the community leaderships and local gaming/tourism industry to ensure the sustainability of the local tourism industry. Act as tourism industry advocate by raising the awareness and profile of tourism locally in support of the industry. Liaise with all levels of government and other public entities at the local, state and national levels to represent the views of the industry on decisions affecting the tourism sector.
- Must have a proven track record as a CEO. Must have proven skill at networking; problem solving; strategic planning; financial budget knowledge; operational/business planning; political savvy; positive attitude; consensus building; public administration knowledge; ability to communicate well, orally and in writing; media and technology savvy; know the destination; can

listen and hear; understands customer service; receptive and responsive to input; working knowledge of N.R.S. and open meeting laws; proactive not reactive; willingness to travel; willingness to entertain others; vision/sense of direction.

- Perform other duties, as needed, which may be assigned by the RSCVA Board.

## **IDEAL BACKGROUND**

- Travel, tourism, hospitality experience a must, DMO experience preferred.
- A thorough understanding of the destination and its marketing and business challenges will be an advantage. However, intimate knowledge of a comparable destination is necessary.
- Broad consumer experience in sales and marketing driven cultures.
- Experienced, dynamic and successful leader who is results driven, team-focused professional with at least 10 years of proven successful leadership experience.
- Management experience with full P&L responsibility.
- An appreciation for the role economic development plays within the community. The ability to build DMO strategy to align with local economic sectors, particularly with high-growth technology clusters.
- A solid understanding of airlift and its crucial role in the success of a destination.
- Experience in marketing and/or managing convention center and event venues.

## **TOP CHARACTERISTICS**

- Impeccable leadership skills
- Results driven and accustomed to a high level of accountability
- High integrity with a strong moral compass.
- An individual with a high likeability factor who is charismatic, confident, empathic and humble.
- A visionary
- An effective consensus builder.
- Innovative thinker, who can identify “the next big thing” both from a tourism industry and local community perspective.
- Outstanding communicator and exceptional listener
- Business acumen. Understands the industry and overall business operations. Understands the business implications of decisions as a key community leader. Aligns team's work to support strategic goals and initiatives. Sets goals and manages priorities and expectations.

## **TOP PRIORITIES**

- Develop and execute an effective 12–24 months COVID-19 recovery plan while developing a longer-term strategic, tactical and human resources plan to accommodate a restructured operating model necessitated by the new normal.
- Play a key collaborative role in improving air service to the Reno-Tahoe International Airport. Build cooperative strategies and tactics between with the Airport Authority, Regional Air Service Consortium and the RSCVA to address deficiencies in air service.
- Evaluate and recommend the role the RSCVA should play in the future operation of the four convention and event facilities under its authority. This would include capital improvement, refocus of marketing/sales approaches and technological innovations to improve the utilization of the center and other event venues.
- Assess the operations of the organization including finances, sales, marketing and overall staff deployment, plus human resources, technology and research, meet one on one with all team

members to develop a relationship, hear their thoughts and ideas and better understand the culture.

- Reach out to all stakeholders including community leaders, business owners, hospitality leaders, arts and culture, academia, elected officials and other groups and begin to develop strong and meaningful partnerships in order to build trust, confidence and credibility within the community.

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## EXHIBIT B

### CEO Evaluation and Compensation

RSCVA's Board of Directors will evaluate the CEO's performance and determine if the CEO will receive a merit pay increase and/or a bonus.

#### **I. Definition of Roles:**

1. Board of Directors conducts the annual performance evaluation
2. Legal Counsel receives and compiles all evaluations responses
3. Executive Staff provides feedback to the Board of Directors on CEO leadership and management
4. Employee prepares self-evaluation and proposed goals for upcoming year.

#### **II. Evaluation Process.** The Employee will be evaluated in the following manner:

1. Feedback from Executive Staff will be solicited using an approved electronic format such as "Survey Monkey." Legal Counsel will compile the results of the Executive Staff survey and provide the same to the Board of Directors.
2. The Employee will prepare and provide a self-evaluation to the Board of Directors, together with any other requested information.
3. Each member of the Board of Directors will complete a written performance evaluation of Employee via approved electronic format such as "Survey Monkey." Legal Counsel will compile all evaluation responses and provide the compiled results to the Board of Directors.
4. After the above steps have been completed, the Board of Directors will conduct a complete evaluation of the Employee at a public meeting..

#### **III. Merit Pay Increase.** A percentage adjustment to Salary ("Merit Pay Increase") may be provided to the Employee in the sole discretion of the Board of Directors. Any Merit Pay Increase shall be in line with the average merit pay increase given to RSCVA staff.

#### **IV. Bonus.** A Bonus may be paid to the Employee in the sole discretion of the Board of Directors. The Bonus is limited to a maximum of 35% of Salary but does not increase Salary. The Bonus shall be calculated based upon achievement of the Board-approved Goals for the relevant time period.

**EXHIBIT C**

**VACATION ACCRUAL**

**Vacation**

Employee shall be entitled to receive vacation benefits and/or sick leave pursuant to RSCVA's HR Policy 500.509 except that Employee's vacation shall accrue at the rates set forth below and the length of the vacation to which Employee is entitled is determined by the amount of continuous service with the RSCVA as follows:

| <u>Years of Employment</u> | <u>Hrs Earned Per Pay Period</u> | <u>Maximum Accrual</u> |
|----------------------------|----------------------------------|------------------------|
| 0 to 24 Months             | 6.16 hours (20 days/year)        | 20 days/160 hours      |
| 25 to 60 months            | 9.24 hours (30 days/year)        | 30 days/240 hours      |
| 61 to 108 months           | 11.08 hours (36 days/year)       | 36 days/288 hours      |
| 109 or more months         | 12.92 hours (42 days/year)       | 42 days/336 hours      |

Vacation time must be approved by the Chairman of the RSCVA's Board of Directors and, generally, not less than two (2) weeks advance notice is required. The RSCVA retains the right to schedule vacations as operational needs require ensuring minimum disruption of work.

There is a limit or cap on the amount of vacation pay that may be accrued as listed above. Once the maximum accrual is reached, vacation leave will not accrue until the balance drops below the maximum accrual cap. If Employees retires or resigns from the RSCVA, he will receive pay for unused vacation time.



**EXHIBIT D**

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## **EXHIBIT E**

### **RSCVA Moving Policy Management Level**

You will be reimbursed for moving or relocation expenses, based on the lowest of three bids (not to exceed 10% of the Employee's annual salary or the actual cost of moving, whichever is less). Any changes to this reimbursement schedule must be approved by the Employee. Payment of the expenses would be based on proper documentation and that the expenses are incurred and paid within six months from your date of hire. If you terminate your employment with the RSCVA prior to one (1) year of service, you would be responsible for reimbursing the RSCVA all or a portion of the moving expenses as described in the following. If you were to leave before six months of employment, you would owe 100%, after nine months, 50% and after one (1) year, you would owe nothing.

#### **I. Reimbursable Moving/Relocation Expenses (up to a predetermined maximum)**

##### **A. Qualified reimbursable expenses (not subject to tax withholding)**

1. Commercial moving company
2. Charges for packing, crating, mailing and/or shipping household goods; and other miscellaneous packing supplies
3. Optional insurance on items such as furniture, clothing and utensils
4. Rental truck
5. In-transit storage for up to 30 consecutive days
6. Shipment of car(s), if not used in the move
7. Travel and lodging costs for one trip (Employee and family) from the old residence to the new residence, which may include:
  - a) Actual gas cost, based upon receipts or IRS current rate of \$0.17 per mile for personal or rental vehicles
  - b) Lodging in-transit, not to exceed \$75 per night plus tax
  - c) Airfare (coach only)
  - d) Rental car (economy only)
  - e) Tolls, taxi, limousine, or parking
  - f) Pet shipping charges

##### **B. Non-qualified reimbursable expenses (subject to tax withholding)**

1. Travel and lodging costs incurred during additional trips from the old residence to the new residence.
2. Cost of meals at any point in the relocation process. Maximum allowance is \$35 per day per adult and \$17.50 for children under the age of 12. Meal receipts are not required.
3. House hunting expenses (one trip, not to exceed five days) may include:
  - g) Actual gas cost, based upon receipts or IRS current rate of \$0.17 per mile for personal or rental vehicles
  - h) Lodging, not to exceed \$75 per night plus tax
  - i) Airfare (coach only)
  - j) Rental car (compact only)
  - k) Tolls, taxi, limousine, or parking
4. Temporary Housing

#### **II. Non-Reimbursable Expenses**

**A. Expenses not paid by the RSCVA include:**

1. Storage (excluding 30 days in-transit)
2. Meals and travel costs incurred by laborers
3. Expenses incurred by persons not considered to be dependents for tax purposes
4. Costs related to immigration
5. Utility and telephone installation charges
6. Loss of security deposits
7. Real estate expenses
8. Postage costs for realty and mortgage documents
9. Personal telephone calls, tips, movies, or other entertainment
10. Extraordinary items requiring special handling (e.g. boats)
11. Bank fee for cashier's checks

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